

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

BILL MARTIN, et al.)	
)	
Plaintiffs,	)	CIVIL ACTION FILE NO.
	)	1:05-C V-835-CC
)	
v.	)	JOINT MOTION FOR
	)	PRELIMINARY APPROVAL
BIOLAB, INC., et al.,	)	OF SETTLEMENT RE:
	)	DEFENDANT GALLAGHER
Defendants.	)	BASSETT

The Martin Plaintiffs and Defendant Gallagher Bassett Services, Inc. (Gallagher Bassett), hereby move the Court for preliminary approval of their agreement to settle any and all claims against Gallagher Bassett arising out of its involvement in events commencing with a May, 2004, chemical fire in Conyers, Georgia.

Gallagher Bassett was employed by one or more of the other Defendants in this case in connection with claims of persons affected by the fire. As a result of that employment, Gallagher Bassett issued checks to a large number of claimants. Unfortunately, according to the settlement proposed here, Gallagher Bassett inadvertently and unintentionally printed language on either the checks and/or

check stubs issued to approximately 1,695 (one thousand, six hundred and ninety-five) claimants which could be interpreted to operate as a release of claims.

The Martin Plaintiffs' claims against Gallagher Bassett include the allegation that by accepting checks with the aforementioned release language, claimants may have mistakenly released and or settled claims even though they never intended to do so. The settlement is proposed to redress that allegation, among other purposes, as follows:

1. With regard to checks and/or check stubs issued by Gallagher Bassett to any claimant that contain language that could be interpreted as a settlement or release of claims, the Parties agree that the release language or settlement language was mistakenly contained in the checks/stubs issued by Gallagher Bassett, and that it was never intended for the checks or the stubs to operate as a release of claims or a settlement of any claims.

2. With regard to checks and/or check stubs issued by Gallagher Bassett to any claimant that contain language that could be interpreted as a settlement or release of claims, the Parties agree that such language is a mutual mistake, is unenforceable, and does not operate as a release or a settlement.

3. With regard to checks and/or check stubs issued by Gallagher Bassett to any claimant that contain language that could be interpreted as a

settlement or release of claims, the Parties agree that Gallagher Bassett has provided to Plaintiffs a list of all those claimants (names and, if available, addresses and phone numbers) who may have received the check/stubs that are the subject of this Agreement.

4. With regard to checks and/or check stubs issued by Gallagher Bassett to any claimant that contain language that could be interpreted as a settlement or release of claims, the Parties agree to execute and file a Settlement Plan and Agreement for the purposes of (a) the settlement, and (b) obtaining court approval of a temporary class certification for settlement purposes only under FRCP, Rule 23(b)(2).

5. The Plaintiffs agree that Gallagher Bassett has not waived any defenses, claims, or counterclaims by jointly submitting this motion. Gallagher Bassett denies that it negligently or intentionally committed any wrongful or tortious acts or omissions, or breached any duties of any kind whatsoever, and further denies that it is in any way liable to any class member, or individual plaintiff, and avers, to the contrary, that it acted lawfully. Moreover, Gallagher Bassett denies that any valid case or controversy exists in this action and denies that it is a “primary defendant,” but has agreed to enter into the settlement to avoid further litigation expense. Plaintiffs further stipulate that should this

settlement not be approved, or is otherwise not consummated, Gallagher Bassett may assert any affirmative defenses that it may have, including but not limited to lack of subject matter jurisdiction, and Plaintiff will not assert that Gallagher Bassett is estopped or prohibited from raising said defenses on the basis that it engaged in attempts to settle claims in this lawsuit.

6. Gallagher Bassett agrees to pay attorney fees and costs associated with the prosecution of these class claims. It is further understood that a detailed agreement between the parties shall be provided in the Settlement Plan and Agreement, that Court approval is necessary pursuant to FRCP, Rule 23, and that a fairness hearing may be necessary.

This joint motion is supported by a separately filed Memorandum in Support of Joint Motion for Preliminary Approval of Settlement. The Parties have attached the Settlement Plan and Agreement and a proposed notice of settlement to that memorandum for the Court's review.

Respectfully submitted,

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LOCAL RULE 7.1(D) CERTIFICATION

The undersigned counsel for Gallagher Bassett hereby certifies that the foregoing JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT RE: DEFENDANT GALLAGHER BASSETT has been prepared in accordance with one of the font (Times New Roman) and point selections (14 pt) approved by the Court in Local 5.1(B) and (C).

Respectfully submitted, this 3 day of March, 2006 by:

Matthew F. Barr
Matthew F. Barr

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Bill Martin, et al.)	
)	
Plaintiffs,	)	CIVIL ACTION FILE NO.
	)	1:05-C V-835-CC
)	
vs.)	
	)	CERTIFICATE OF SERVICE
BioLab, Inc., et al)	
)	
Defendants)	

I hereby certify that on March 3rd, 2006, I electronically filed JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT RE: DEFENDANT GALLAGHER BASSETT with the Clerk of Court using the EM/ECF system which will automatically send email notification of such filing to the following attorneys of record:

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I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants:

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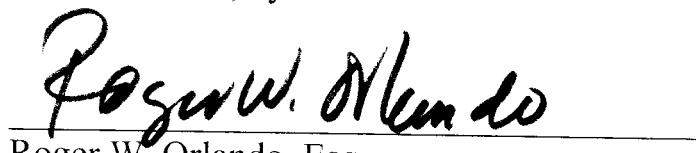
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This the 31st day of March, 2006, by



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